

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

COMMONWEALTH EDISON COMPANY :

Application of Commonwealth Edison Company :
for a Certificate of Public Convenience and :
Necessity, under Section 8-406 of the Illinois Public :
Utilities Act to construct, operate and maintain a :
new electric transmission line in Kankakee County, :
Illinois. :

No. 00-0660

Rebuttal Testimony of

RONALD E. DYSLIN

Senior Real Estate Agent
Real Estate Services Department
Commonwealth Edison Company

OFFICIAL FILE

I.C.C. DOCKET NO. 00-0660

ComEd Exhibit No. 41

Witness _____

Date 5/22/01 Reporter [Signature]

1 Q. What is your name?

2 A. Ronald E. Dyslin.

3 Q. Have you previously submitted testimony in this docket?

4 A. Yes, I have also submitted direct testimony.

5 Q. What is the purpose of your rebuttal testimony?

6 A. I will respond to the request made by Ron Linkenback of Staff to add information to the
7 record regarding notice to landowners on the route of the proposed line.

8 Q. What landowners did ComEd notify at the time it filed its petition in this docket?

9 A. ComEd notified Mr. Robert Brandau and Mr. William Wood. Based on the information
10 we had from the Kankakee County Supervisor of Assessments, and commercial plat
11 maps we use, these were the only two landowners whose property the proposed line
12 would cross.

13 Q. Did you later learn of new information?

14 A. Yes, I later learned that there are two additional property owners along the route. They
15 are (1) Gerald R. and Sudie E. Hayden, and (2) Indeck-Boubonnais L.L.C.

16 Q. What did you do?

17 A. I sent notice to each of these landowners. Copies of my notice letter is Attachment
18 RED-1 to my rebuttal testimony. We also submitted to the Commission a Supplemental
19 List of Landowners.

20 Q. Do you know if the landowners received the notice?

21 A. Yes. I received the confirming green U.S. Postal Service return receipt for each. I also
22 spoke to each of the landowners by telephone and confirmed that they were aware of the
23 line and the proceeding.

24 Q. Does ComEd need to purchase property rights from any of the landowners on the
25 proposed route?

26 A. No. ComEd already has easements in place with all the landowners whose property the
27 line will cross. I am attaching to my testimony as Attachment RED-2 copies of the
28 easements we have in place.

29 Q. Does this complete your testimony?

30 A. Yes.

Rita Joron and Leonel Joron, her husband

76- 07566

of the VILLAGE of BOURBONNAIS, County of Kankakee and State of Illinois, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey and warrant unto COMMONWEALTH EDISON COMPANY, a corporation organized and existing under the laws of the State of Illinois (hereinafter called the "Grantee"), its successors and assigns, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, a perpetual right, easement, permission and authority to construct, erect, operate, use, maintain, relocate, renew and remove electrical transmission lines including steel towers with their foundations, pole structures, poles, wires, cables, conduits, anchors, manholes, underground counterpoise and necessary fixtures and appurtenances attached thereto in, on, under, over, through, along and across the premises of the Grantor S, described as follows:

The North Two Hundred Seventy (270) feet (as measured perpendicular to the North line thereof) of the North Half of the Southeast Quarter of Section 36, Township 32 North, Range 11 East of the Third Principal Meridian, Kankakee County, Illinois.

This instrument prepared by T. David, on behalf of
Commonwealth Edison, Company, P.O. 767 Chicago, IL 60690

for the transmission of electric energy, such lines to form a part of an electrical transmission system extending from the lands owned by the Grantee and the station and other structures thereon in Kankakee County, Illinois, to other lands and structures located beyond the premises of the Grantor S together with the right to cut, control, trim or eliminate, and at its option, remove from said premises or the premises of the Grantor S adjoining the same on either side, any trees, saplings, overhanging branches, shrubs, bushes or other obstacles or obstructions which may endanger the safety or interfere with the installation, use or enjoyment of any tower, pole structure, pole, wire, cable or facility constructed or to be constructed in, on, under, over, through, along and across said premises, and the right of ingress and egress to and over said above described premises and any of the adjoining lands of the Grantor S at any and all times, for such purposes, including patrolling the lines, repairing, removing, renewing or adding to the number of said above enumerated facilities, and for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted.

Grantee will promptly repair or replace all fences, gates, drains and ditches damaged or destroyed by it on said premises and will pay Grantor S all damages done to crops or livestock on said premises, proximately caused by the construction, operation, maintenance or removal of said electrical transmission lines.

All claims for damages caused by the operation and maintenance of such lines shall be made at or mailed to the office of the Grantee, c/o Real Estate Department, 72 West Adams Street, Chicago, Illinois 60690, within thirty (30) days after such damages accrue.

The Grantor S expressly reserve the right to use the surface of said premises for agricultural or landscaping purposes in such manner as not to interfere with the construction, operation, maintenance, patrol and use by Grantee, its successors and assigns, of the electrical transmission lines, equipment and appurtenances thereto, or with other transmission line uses, and no building, structure or obstruction shall be placed or erected by the Grantor S on said premises.

This Grant contains all the terms and conditions of this easement, express or implied between the parties hereto and shall be binding upon, and inure to the benefit of, Grantor S and Grantee and their respective legal representatives, heirs, successors, assigns, lessees and licensees.

WITNESS, Grantor S hand this 20 day of July, A.D. 1976

DOC. NO. 76-7566
STATE OF ILLINOIS KANKAKEE COUNTY
RECORDED ON MICROFILM

AT 9:20 am

AUG - 4 1976

Bernard C. Warner

RECORDER
dm

The undersigned tenant and person in possession of the premises above described, in consideration of the sum of One Dollar (\$1.00) to in hand paid by Commonwealth Edison Company, does hereby consent and agree that said Commonwealth Edison Company, its successors and assigns, may construct, maintain, renew and operate electric transmission lines over and across said premises upon the terms and conditions as are stated and set forth in this instrument.

WITNESS my hand and seal this 20 day of July, A.D. 1976

Paul Grise [SEAL]
Paul Grise

WITNESS: Paul R. Miller [SEAL]

***AFTER RECORDING RETURN TO COMMONWEALTH EDISON P.O. BOX 767 CHICAGO, IL 60690

WITNESS:

86-9917 5-65

Attachment RED-2

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

April 2, 2001

Indeck-Bourbonnais L.L.C.
600 North Buffalo Grove Road, Suite 300
Buffalo Grove, Illinois 60089

Re: In the matter of the application of Commonwealth Edison Company for a Certificate of Public Convenience and Necessity, under Section 8-406 of the Illinois Public Utilities Act to construct, operate and maintain a new electric Transmission line in Kankakee County, Illinois

Dear Sirs:

Commonwealth Edison Company has filed an application with the Illinois Commerce Commission for a Certificate of Public Convenience and Necessity authorizing it to construct, operate, and maintain a new 138,000 volt electric transmission line in Kankakee County, Illinois. The purpose of the project is to connect a new, independently owned generating plant being developed by Duke Energy LLC to ComEd's electrical grid. Enclosed for your reference is a copy of our route map on which we have indicated in "red" the location of our proposed transmission line.

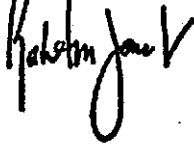
The Illinois Commerce Commission has assigned Docket No. 00-0660 to ComEd's application. Under the present schedule, the hearing on ComEd's application will take place at 10:00 a.m. on May 22, 2001, at the Commission's offices at 160 N. LaSalle Street in Chicago. Should you wish to participate actively in this matter, the hearing date may be rescheduled if necessary to accommodate your participation.

Please acknowledge receipt of this notice and the enclosed map in the space provided on the duplicate original of this letter and return the same to me in the self addressed stamped envelope provided. I would appreciate receiving your reply within ten (10) days from the date of this letter.

Please address your correspondence to my attention at the following address, or if you should have any questions, please contact Ronald E. Dyslin at (630) 437-2204.

Commonwealth Edison Company
Real Estate Department
P. O. Box 767
Chicago, Illinois 60690

Yours truly,



Robert M. Jones Sr.
Manager – Land Acquisition, Permits & Railroads

RMJ/rd

Attachment

Received above Notice together with the map herein referred
to this _____ day of _____, 2001.

By: _____

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

April 2, 2001

Gerald R. and Sudie E. Hayden
6430 N 1000W Road
Bourbonnais, Illinois 60914

Re: In the matter of the application of Commonwealth Edison Company for a Certificate of Public Convenience and Necessity, under Section 8-406 of the Illinois Public Utilities Act to construct, operate and maintain a new electric Transmission line in Kankakee County, Illinois

Dear Mr. & Mrs. Hayden:

Commonwealth Edison Company has filed an application with the Illinois Commerce Commission for a Certificate of Public Convenience and Necessity authorizing it to construct, operate, and maintain a new 138,000 volt electric transmission line in Kankakee County, Illinois. The purpose of the project is to connect a new, independently owned generating plant being developed by Duke Energy LLC to ComEd's electrical grid. Enclosed for your reference is a copy of our route map on which we have indicated in "red" the location of our proposed transmission line.

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Commonwealth Edison Company
Real Estate Department
P. O. Box 767
Chicago, Illinois 60690

Yours truly,



Robert M. Jones Sr.
Manager – Land Acquisition, Permits & Railroads

RMJ/rd

Attachment

Received above Notice together with the map herein referred
to this _____ day of _____, 2001.

By: _____

77- 06307

EASEMENT GRANT

THE GRANTOR, ALICE R. MONTGOMERY, of the Village of Manteno in the County of Kankakee and State of Illinois, for and in consideration of ONE DOLLAR and other good and valuable considerations, in hand paid, receipt of which is acknowledged, does hereby grant, bargain, sell, convey and warrant unto COMMONWEALTH EDISON COMPANY, a corporation organized and existing under the Laws of the State of Illinois, hereinafter for brevity sometimes referred to as the GRANTEE, its successors and assigns, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, a perpetual right, easement, permission and authority to construct, erect, operate, use, maintain, relocate, renew, remove, rebuild, replace and enlarge electrical transmission lines, including steel towers with their foundations, pole structures, poles, wires, cables, conduits, anchors, underground counterpoise and necessary fixtures and appurtenances attached thereto, in, on, over, through, along and across the real estate hereinafter described, but limited and restricted as follows: (1) This Right-of-Way Grant is limited to the Grantee's installation of eight (8) steel towers, underground counterpoise and necessary fixtures and conductors attached thereto; (2) Not more than one distribution line supported by poles or pole structures shall be constructed in said easement; (3) In the event that there shall be any conduit buried beneath the ground surface, in or through said easement, the same shall be so buried and constructed as to provide a minimum cover of 36 inches above such conduit, except where solid rock strata may be encountered at a lesser depth, in which case a minimum cover of 24 inches shall be provided; and (4) All cables and wires affixed to or in anyway suspended from such steel towers and poles shall provide a minimum clearance between such cable or wire and the ground level immediately beneath the same, of not less than thirty (30) feet.

The premises of the Grantor in, on, over, through, along and across which said easment is granted is described as follows, to-wit:

That part of the South Half of Section 33, Township 32 North, Range 12 East of the Third Principal Meridian, bounded and described as follows: Beginning at the northwest corner of said South Half of Section 33; thence East along the North line of said South Half of Section 33, a distance of 2581.41 feet to the westerly right-of-way line of the Illinois Central Railroad Right-of-Way; thence southerly along said westerly railroad right-of-way line, a distance

This instrument prepared by T. DAVIS (name) P. O. Box 767, Chicago, Illinois 60690, on behalf of Commonwealth Edison Company.

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of 273.14 feet to the intersection with a line drawn 270 feet perpendicularly distant south of and parallel with the north line of said South Half of Section 33; thence west along the last described parallel line, a distance of 2539.30 feet to the west line of said South Half of Section 33; thence north along the west line of said South Half of Section 33, a distance of 270.0 feet to the point of beginning in Kankakee County, Illinois.

This conveyance, grant and warranty are expressly made subject to any and all easements of record thereon.

The electrical transmission lines to be constructed in, on, over, through, along and across said easement shall be for the transmission of electric energy, such lines to form a part of an electrical transmission system extending from the lands owned by the Grantee and the station and other structures thereon, to other lands and structures located beyond the premises of the Grantor.

There is further conveyed to the Grantee, hereby, the right to cut, control, trim or eliminate, and at its option, remove from said premises or the premises of the Grantor adjoining the same on either side any trees, saplings, overhanging branches, shrubs, bushes or other obstacles or obstruction, which may endanger or interfere with the installation, use or enjoyment of any tower, pole structure, pole, wire, cable or other facility constructed or to be constructed in, on, over, through, along and across said premises, and to do anything necessary, useful or convenient for the use and reasonable enjoyment of the easement granted, together with the right of ingress and egress to and over the said above-described premises and any of the adjoining lands of the Grantor at any and all times for such purposes, including patrolling the lines, repairing, removing, renewing or adding to the number of said above enumerated facilities; provided, however, that the right of ingress to and egress from the said above-described premises is limited to the terminal points of the easement and existing public roads.

The Grantee will promptly repair or replace all fences and gates damaged or destroyed by it on said premises, and will pay the Grantor all damages done to crops or livestock on said premises, proximately caused by the construction, operation, maintenance or removal of said electrical transmission lines.

Doc. No. 77-6307
STATE OF ILLINOIS KANKAKEE COUNTY
RECORDED ON MICROFILM
AT 9:19am

JUN 7 - 1977

Paul Anderson
RECORDER

Grantee agrees that in the event it damages or destroys any of the drainage tile system now in existence on said easement premises, due to the construction or maintenance of its electrical transmission line, Grantee shall, at its sole cost and expense, repair and/or replace said damaged or destroyed portion of said tile system to the satisfaction of the Grantor.

All claims for damages caused by the operation and maintenance of such lines shall be made or mailed to the Office of the Grantee, c/o the Real Estate Department, Post Office Box 767, Chicago, Illinois 60690, within sixty (60) days following the date on which such damage may become visible and apparent to an observer thereof, and within six (6) months following the first knowledge of the Grantor, or any agent of the Grantor, as to any damage which is not visible.

In the event that the transmission lines erected in or upon said easement are abandoned for a period of three years, Grantee, its successors or assigns, will remove such steel towers, together with their foundations, such foundations shall be removed from the easement to a depth below surrounding ground level of not less than thirty-six (36) inches and the ground level shall be restored with soil of like kind and quality as the surrounding area, and this Right-of-Way Grant shall be disclaimed and released of Record; all at the sole cost and expense of Grantee within four (4) years from the date the line is abandoned.

The Grantee agrees to hold the Grantor harmless from any and all damages and claims that may arise by reason of the construction, erection, operation, use, maintenance, relocation, renewal, or removal of any electrical transmission line, together with steel towers and foundations therefor, pole structures, poles, wires, cables, anchors and counterpoise on the part of the Grantee, its agents or employees; and in case any action is brought therefor, against the Grantor, or any agent or employee of the Grantor, the Grantee shall assume full responsibility for the defense thereof, and upon its failure to do so, on proper notice, the Grantor reserves the right to defend such action and to charge all costs thereof to the Grantee.

The Grantor reserves all rights in and to the easement premises not hereby specifically conveyed or granted to the Grantee, provided that the use thereof by the Grantor shall not interfere with or obstruct Grantee in its exercise of the rights and privileges granted. There shall, however, in no event be any mining, quarrying or continuing excavation work done or performed in, upon or under said easement.

Buildings or other permanent structures having a maximum height of not more than Twenty (20) feet, including chimneys, may only be erected on the East 400 feet (as measured along the South line) of said easement premises, provided the same shall be so situated and constructed as to not endanger the safety of or interfere with the right of ingress and egress to and over said easement premises, the installation, use or proposed use or enjoyment, of any tower, pole structure, pole, wire, cable or facility constructed or to be constructed in, on, under, over or through, along and across the easement premises by Grantee. No such building or other permanent structure shall be so erected until the plans and specifications, including plot plan showing location, shall have been submitted to Grantee for approval or adjustment. Grantee shall not arbitrarily withhold approval.

Grantor agrees, before commencing the work of construction of any building or other permanent structure to purchase and maintain a policy or policies of insurance issued by good and responsible insurance companies and in form satisfactory to Grantee, (to be in the form of or a reasonable equivalent to an Owners', Landlords' and Tenants' Liability Insurance Policy) insuring the Grantee as an insured, in limits as are reasonable and prudent at such time, for all damages arising out of bodily injuries to or death of one person and in similar reasonable and prudent limits for all damages arising out of bodily injuries to or death of two or more persons in any accident or series of accidents arising out of one event or disaster; the property damage coverage to be in limits, similarly reasonable and prudent, for all damages, arising out of injury to or destruction of property in any one accident and a total or aggregate limit, similarly reasonable and prudent, for all damages arising out of injury to or destruction of property, such coverage to be maintained during the economic life of the building or other permanent structure.

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Additionally, Grantor agrees when building plans are revealed to provide and pay for such additional insurance as may be reasonably required because of the use of such building or other permanent structure.

Grantor expressly reserves the right to use the easement surface for the parking of vehicles and storage of machinery or equipment and in the event of so doing, may provide illumination of the easement premises so used. Grantor agrees to erect and maintain adequate barriers for the protection of Grantee's electrical facilities.

Due to the presence of Grantee's electrical wires to be located on the easement premises, no vehicle, equipment or anything else having a maximum height above original ground grade level in excess of Twenty (20) feet shall be installed, driven, moved, transported, maintained, or stored on the easement premises.

Nothing in this instrument contained shall in any way limit the complete right of the Grantor to continue, maintain, improve or add to the drainage facilities of the farm, of which the easement premises constitutes a part.

This instrument contains all the terms and conditions of this Easement Grant, express or implied by the parties hereto, and shall be binding upon, and inure to the benefit of Grantor and Grantee, and their respective legal representatives, heirs, successors, assigns, lessees and licensees.

WITNESS the hand of the Grantor this 19TH day of MAY,

1977

Alice R. Montgomery (SEAL)
Alice R. Montgomery

66/6
77- 06307

CONSENT OF TENANT

The undersigned, being the tenant and person in possession of the premises above described, in consideration of ONE DOLLAR and other good and valuable consideration in hand paid by COMMONWEALTH EDISON COMPANY, does hereby consent and agree that said COMMONWEALTH EDISON COMPANY, its successors and assigns, may construct, maintain, renew and operate electric transmission lines over and across said premises, upon the terms and conditions as are stated and set forth in the foregoing instrument.


Thomas Wood

STATE OF FLORIDA)
COUNTY OF PINELLAS) SS

I, WILLIAM F. PALMER, a Notary Public in and for said County and State, and residing in the County of PINELLAS, do hereby certify that ALICE R. MONTGOMERY personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered said instrument as her free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 29TH day of MAY, A.D. 1977.


Notary Public

Notary Public, State of Florida at Large
My Commission Expires Aug. 27, 1980
My Commission Expires Issued by American Surety Company

AFTER RECORDING RETURN TO: T. DAVID
COMMONWEALTH EDISON COMPANY
% REAL ESTATE DEPT., ROOM 1850
72 W. ADAMS STREET P.O. BOX 767
CHICAGO, ILLINOIS 60690



• FILING DATA •
MOON RAIL TL333
ITEM NO. 6-1
REFL NO. _____

053009

RSI
REDACTED